

IN THE CIRCUIT COURT OF LAUDERDALE COUNTY, TENNESSEE
TWENTY FIFTH JUDICIAL DISTRICT

STEPHEN L. FLOYD, RANDY D. FLOYD,)
and FLOYD FARMS PARTNERSHIP,)

Plaintiffs,)

vs.)

Case No. 6585

RANDY WALKER, AGLAND)
INSURANCE SERVICES, and NAU)
COUNTRY INSURANCE COMPANY,)
a Minnesota Corporation,)

Defendants.)

FILED

JUL 24 2012 SR

RICHARD JENNINGS
CIRCUIT COURT CLERK

COMPLAINT

COME NOW the Plaintiffs, Stephen L. Floyd, Randy D. Floyd and Floyd Farms Partnership, by and through counsel, and for their cause of action against Defendants Randy Walker, Agland Insurance Services and NAU Country Insurance Company, state as follows:

I. PARTIES

1. Plaintiff Stephen L. Floyd is an adult resident citizen of Ripley, Lauderdale County, Tennessee.
2. Plaintiff Randy D. Floyd is an adult resident citizen of Nashville, Davidson County, Tennessee.
3. Floyd Farms Partnership is a partnership comprised of Stephen L. Floyd and Randy D. Floyd.

ATTEST A TRUE COPY
BY RICHARD JENNINGS, D.C.
CIRCUIT COURT CLERK

4. Defendant Randy Walker is an adult resident citizen of Potts Camp, Marshall County, Mississippi, who may be served with process of this Court by serving copies of the Summons and Complaint upon the Defendant at the following address:

Mr. Randy Walker
Agland Insurance Company
1533 Highway 178
Potts Camp, Mississippi 38659

5. Plaintiffs are informed and believe that Defendant Agland Insurance Services is a limited liability company organized under the laws of the State of Mississippi, with its principal place of business in Potts Camp, Marshall County, Mississippi. The Defendant may be served with process of this Court by serving upon the Defendant's registered agent for service of process, or upon an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process, copies of the Summons and Complaint at the following address:

Randy Walker, Agent
Agland Insurance Services
1533 Highway 178
Potts Camp, Mississippi 38659

6. Defendant NAU Country Insurance is a corporation organized under the laws of the State of Minnesota, with its principal place of business in Minneapolis, Hennepin County, Minnesota. The Defendant may be served with process of this Court by serving upon the Defendant's registered agent for service of process copies of the Summons and Complaint at the following address:

C T Corporation System, Inc., Registered Agent
NAU Country Insurance Company
100 South Fifth Street #1075
Minneapolis, Minnesota 55402

Defendant NAU may also be served with process of this Court by serving upon an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process, copies of the Summons and Complaint at the following address:

Gregory Deal, Chief Executive Officer
NAU Country Insurance Company
7333 Sunwood Drive
Ramsey, Minnesota 55303-5119

II. FACTS

7. In crop year 2011, Plaintiffs Stephen L. Floyd, Randy D. Floyd and Floyd Farms Partnership applied for and were issued four (4) separate policies of federally-reinsured crop insurance issued by an approved insurance provider (AIP) of the United States Department of Agriculture, Federal Crop Insurance Corporation (FCIC), Defendant NAU Country Insurance Company, by and through its duly authorized and designated agents, Defendants Agland Insurance Services and Randy Walker.

8. The subject policies are attached hereto as Exhibits 1, 2, 3 and 4, and the terms thereof incorporated by reference.

9. In crop year 2011, the Plaintiffs complied with all terms and conditions of the subject policies, including but not limited to the proper and timely reporting of their intended cotton and corn acreage for crop 2011.

10. However, by letters dated July 28, 2011, and thereafter, Defendant NAU Country Insurance Company denied the Plaintiffs' prevented planting claims for both cotton and corn. *See* Exhibit 5.

11. Pursuant to Section 20 of the Basic Provisions of the subject policies, Plaintiffs have filed for formal arbitration with the American Arbitration Association (AAA). A copy of the Online Demand for Arbitration Form is attached hereto as Exhibit 6.

12. Plaintiff Stephen L. Floyd, Randy D. Floyd and Floyd Farms Partnership are entitled to an arbitration award pursuant to the AAA Commercial Rules and Section 20 of the Basic Provisions of the policies.

13. In the alternative, the Plaintiffs are entitled to damages in the amount of the indemnity otherwise due and payable under the subject policies but for the negligence of the Defendants, Agland Insurance Services and Randy Walker.

14. At all times relevant hereto, Defendant Randy Walker was the employee, agent and servant of Defendant Agland Insurance Services and was acting in the ordinary course and scope of his employment, agency and service. Therefore, the acts and omissions of Defendant Randy Walker, as herein alleged, are imputable to Defendant Agland Insurance Services.

15. At all times relevant hereto, Defendants Randy Walker and Agland Insurance Services were the employees, agents and/or servants of Defendant NAU Country Insurance Company and were acting in the ordinary course and scope of their employment, agency and service. Therefore, the acts and omissions of Defendants Randy Walker and Agland Insurance Services, as herein alleged, are imputable to Defendant NAU Country Insurance Company.

16. The negligence of the Defendants, Randy Walker and Agland Insurance Services, as imputed to Defendant NAU Country Insurance Company, includes but is not limited to the Defendants' failure to properly procure prevented planting coverage; the Defendants' failure to properly and timely report the Plaintiffs' intended cotton and corn acreage; and the Defendants' failure to properly and timely report the Plaintiffs' cropping and production history.

17. As a direct and proximate result of the negligence of Defendants Randy Walker and Agland Insurance Services, as imputed to Defendant NAU Country Insurance Company, the Plaintiffs have sustained damages which include but are not limited to the indemnity otherwise due and payable under the subject policies, attorney's fees, interest and the costs of court.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs Stephen L. Floyd, Randy D. Floyd and Floyd Farms Partnership pray that this Court enter judgment against Defendants Randy Walker, Agland Insurance Services and NAU Country Insurance Company, jointly and severally, for such damages as are fair and reasonable to compensate Plaintiffs for their damages, said damages being no less than \$75,000, exclusive of interest and costs; for pre-judgment interest at the statutory rate; for all costs of court; and for such other and further relief as may be just and proper.

Respectfully submitted,

LAW OFFICE OF
WENDELL L. HOSKINS II
404 Ward Avenue
Post Office Box 1115
Caruthersville, Missouri 63830
Phone: 573-333-2600
Fax: 573-333-2041
E-mail: hoskinslaw@semo.net

WENDELL L. HOSKINS II
Tennessee Bar No. 17761
Attorney for Plaintiffs